

**AGREEMENT PENDING BETWEEN GILMARTIN AND TEEMAN ARBITRATION**

1. The termination notice and tender is stayed without prejudice to either party making arguments as to its propriety. Susan agrees not to file for injunctive relief in this matter.

2. Susan will not come to the office. She will not compete with TPG and will not (except as set forth below in Paragraph 10) contact TPG employees, competitors or their employees. Further, Susan will not use TPG letter head or email domain, or hold herself out to the public or industry as representing TPG; provided, however, that TPG shall ensure that all emails to Susan at her TPG email address are automatically forwarded to a new email address chosen by Susan without review by any TPG officers or employee.

3. Each month Susan will inform TPG how much she is receiving in gross disability payment, and Marybeth may take first monies out of TPG in a gross amount sufficient to net Marybeth the same amount as Susan's gross disability payment. Said amount will be salary to Marybeth subject to withholding. Thereafter, if Marybeth takes \$\$, directly or indirectly, out of the business, Susan must get an equal amount; provided, however, that such payments to Susan over and above her disability payments shall be subject to recoupment (or an offset against monies owed to Susan) in the event that the arbitrator rules that the termination was proper, or the parties settle their differences by agreement or mediation. Susan and Mary Beth will equally divide the rental income from the sublet space.

4. Neither party will use TPG funds for personal purposes. TPG will apply for a new American Express card with Mary Beth as a primary cardholder to be used for business purposes only.

5. On or before September 17 Susan will receive TPG bank statements and cancelled checks, the check register and credit card statements and the General Ledger for the past year and all personal records, including her personal financial records.. Mary Beth will receive Susan's disability and medical records, all records relating to her tort case by the same date. In addition, within a reasonable period of time thereafter, Marybeth will provide Susan with access to all financial records of TPG from 2000. Susan agrees to provide Mary Beth's counsel with authorizations to obtain her medical and disability records directly from the providers and insurance companies involved in same. She further agrees, upon reasonable notice, to

submit to Independent Medical Examinations by two independent physicians selected by MaryBeth and her counsel; provided, however, that, absent an order by the arbitrator, the examinations of Susan will be strictly limited to the issue of whether Susan is disabled and/or has met the final disability threshold within the meaning of the Agreement of the Parties dated January 1, 2003.

6. Going forward Susan will get TPG bank statements and cancelled checks and the check register and credit card bills and the general ledger on the fifth day of every month or within five days of receipt by TPG

7. TPG funds may only be used in the ordinary course of business.

8. TPG may pay the legal fees of both parties and the Company associated with the arbitration and any related court proceeding of either party subject to recoupment if so ruled by the arbitrator or a court of competent jurisdiction.

9. Marybeth will not make major decisions (eg. Opening new offices, merging with another company, declaring bankruptcy, seeking dissolution of the corporation without Susan's written consent.

10. From the date hereof until November 1, 2007, Amy shall assist Susan with respect to paying her bills and helping effect a transition to a new assistant, who shall be paid by the Company.

11. Nothing in this Agreement shall be deemed a waiver or concession with respect to the merits of any claim presented in any arbitration or legal proceeding.

12. The parties agree to attempt to mediate this matter with a mediator agreed to by both parties after Susan and Marybeth have each completed their own accountings, but prior to the date of the arbitration hearing. The costs of the mediation shall be paid by TPG.



MARYBETH GILMARTIN  
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SUSAN TEEMAN